

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made by and between Larry Campbell, as Sheriff of Leon County, Florida, a County Constitutional Officer of the State of Florida, for the LEON COUNTY SHERIFF'S OFFICE, located at 2825 Municipal Way, Tallahassee, Florida 32304 (hereinafter referred to as the SHERIFF), and RCC CONSULTANTS, INC., a Delaware corporation with headquarters offices located at 100 Woodbridge Center Drive, Suite 201, Woodbridge, New Jersey 07095 (hereinafter referred to as RCC).

WHEREAS, the SHERIFF, through the Division of Emergency Management, desires consulting services to oversee procurement and implementation of new 9-1-1 customer premise equipment;

WHEREAS, RCC desires to provide such services;

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with the other, intending to be legally bound, as follows:

SECTION ONE - TERM

- 1.1_ The term of this Agreement shall commence as of the last date of execution by the parties hereto, and end on December 17, 2004, unless earlier terminated as provided for elsewhere in this Agreement.

SECTION TWO - RENEWAL

- 2.1 This Agreement may be renewed by the SHERIFF and RCC upon agreement by both parties. Any such Renewal Agreement shall be signed by both parties prior to the expiration of this Agreement.

SECTION THREE - TERMINATION

- 3.1 Either party may terminate this Agreement at any time with or without cause by giving the other party no less than thirty (30) days prior written notice of such termination. No penalties shall accrue for such early termination.
- 3.2 In the event of a termination the SHERIFF's sole obligations shall be to compensate RCC for work actually performed and expenses incurred up to the date of termination. In no event will any payment pursuant to this Section Three exceed the compensation provided for in Section Seven.

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SECTION FOUR - PERIOD OF PERFORMANCE

- 4.1 The performance of RCC's services hereunder shall commence as soon as practicable after the execution and delivery of this Agreement by both parties and, subject to the provisions of Section Seven hereof, shall terminate upon delivery by RCC of materials and reports specified in the SOW, and payment to RCC by the SHERIFF for all services performed and expenses incurred in connection with this Agreement.

SECTION FIVE - SCOPE OF SERVICES

- 5.1 RCC shall perform the services set forth in the Statement of Work annexed hereto as Appendix "A" and incorporated herein by this reference (the "SOW"). The SOW shall not be modified except by written agreement of the parties hereto.
- 5.2 Anything herein to the contrary notwithstanding, if and to the extent the SHERIFF requests RCC to perform additional services not included in the SOW, absent a further written agreement between the parties, the SHERIFF shall compensate RCC for the performance of such additional services on a time and material basis in accordance with RCC's hourly rate schedule then in effect and the provisions of Section Seven hereof.

SECTION SIX - AVAILABILITY OF FUNDS

- 6.1 The performance by each party of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds budgeted by that party or otherwise lawfully expendable for the purposes of this Agreement for the current and future periods.

SECTION SEVEN - FEES AND EXPENSES

- 7.1 As compensation for the services performed under this Agreement the SHERIFF shall pay RCC a fee in accordance with this Agreement and the SOW. The SHERIFF shall reimburse RCC for all costs incurred by RCC for travel, lodging, meals, and other out-of-pocket expenses related to the services performed under this Agreement and for third-party products and services procured by RCC on the SHERIFF's behalf at RCC's cost therefor, plus an administrative charge equal to twelve percent (12%) of such costs.
- 7.2 Each month during the term hereof, RCC will submit to the SHERIFF an invoice for the services performed and expenses incurred during the previous month. The SHERIFF shall pay RCC the amount on each such invoice within thirty (30) days of receipt and any amount not paid within such thirty-day period shall accrue interest at a rate equal to the lesser of (i) one and one-half percent (1.5%) per month, or (ii) the highest rate permitted by law.

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SECTION EIGHT - INDEPENDENT CONTRACTOR

- 8.1 RCC's relationship with the SHERIFF shall at all times be that of an independent contractor. The method and manner in which RCC's services hereunder shall be performed shall be determined by RCC, in its sole discretion, and the SHERIFF will not exercise control over RCC or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement.
- 8.2 The employees, methods, equipment and facilities, except the equipment and facilities owned by the SHERIFF, which is used by RCC shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate RCC, or any of its employees, as employees or agents of the SHERIFF.

SECTION NINE - INDEMNIFICATION AND HOLD HARMLESS

- 9.1 The SHERIFF and RCC each agree to indemnify and hold the other harmless from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by the breaching party, its officials, officers, or employees, or due to any act or occurrence of omission or commission of such breaching party, its officials, officers, or employees, including but not limited to costs and a reasonable attorney's fee. The non-breaching party may at its sole option, defend itself or allow the breaching party to provide the defense. Neither the SHERIFF nor RCC shall be deemed to assume any liability for the acts, omissions to act or negligence of the other parties, their officials, officers, or employees. The liability of the parties, as set forth in this paragraph, is intended to be consistent with limitations of state law, including the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes, and no obligation imposed hereby shall be deemed to alter said waiver or to extend the liability of either party beyond such limits.
- 9.2 Notwithstanding other provisions of this Section Nine, the SHERIFF has no obligation to provide legal counsel or a legal defense to RCC in the event that a suit, claim or action of any character or nature is brought by any person not a party to this Agreement against RCC as a result of or relating to RCC's duties, obligations and performance pursuant to this Agreement. The SHERIFF has no obligation for the payment of any judgement or the settlement of any claims made against RCC as a result of or relating to RCC's obligations, duties and performance pursuant to this Agreement.

SECTION TEN - SUBMISSION OF REPORTS

- 10.1 During the term of this Agreement, RCC shall provide to the SHERIFF or its designee such oral or written reports as the SHERIFF may reasonably require, and as are specified in the SOW.

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SECTION ELEVEN - CONFIDENTIALITY

- 11.1 RCC shall not publish, copyright, or otherwise disclose or permit to be disclosed or published, the results of any reports to the SHERIFF concerning the work to be performed pursuant to this Agreement, or any particulars thereof, including forms or other materials developed exclusively for the SHERIFF in connection with the performance by RCC of its services hereunder during the period of this Agreement, without prior written approval of the SHERIFF.
- 11.2 RCC, cognizant of the sensitive nature of much of the data supplied by the SHERIFF, agrees to protect the confidentiality of any information designated by the SHERIFF to be privileged or proprietary except to the extent that (i) such information enters the public domain, (ii) is obtained by RCC from independent third parties not subject to any confidentiality or similar agreement with the SHERIFF, or (iii) disclosure of such information is required by law, rule or regulation or the valid order of a court or administrative agency.

SECTION TWELVE - PERSONNEL

- 12.1 Notwithstanding the provisions of Section Eight hereof, RCC will assign qualified professional personnel and other RCC support staff, as necessary, to complete the services contemplated by this Agreement. In the event that the employment of any such person should be terminated prior to the termination hereof, then in such event RCC shall, at its discretion, assign such other persons, as necessary, to complete the services.
- 12.2 The SHERIFF understands and agrees that RCC has a significant investment in the recruitment, training, and deployment of its personnel and that, if such personnel are hired directly by the SHERIFF, then RCC will incur substantial direct costs to recruit, train, and deploy new personnel of similar quality and experience and will suffer concomitant disruption of its business interests. Therefore, in order to preserve and further the positive business relationship between the SHERIFF and RCC, it is agreed that, during the term hereof and for a period of one (1) year after the completion or earlier termination of this Agreement: (1) If the SHERIFF hires, or induces any other person, firm or entity to hire, an RCC employee, or any person that was an RCC employee within the preceding three-month period, then the SHERIFF will pay a release fee to RCC equivalent to the greater of: (a) thirty percent (30%) of the annual compensation (including salary, bonus, and other compensation such as sales commission and deferred compensation) that the SHERIFF or such other person, firm or entity has agreed to pay to such person; or (b) the actual costs incurred by RCC in connection with the recruitment, training, and deployment of a new RCC employee of substantially equal skills and experience. (2) Such release fee will be billed by RCC to the SHERIFF when the candidate formally accepts the position offered by the SHERIFF or such other person, firm, or entity and is due and payable upon receipt of RCC's invoice.

SECTION THIRTEEN - INSURANCE

- 13.1 RCC shall take out and carry during the entire term of this Agreement, property damage insurance and general public liability insurance with adequate limits to protect both RCC and the SHERIFF from liability. RCC shall insure the payment of compensation to its employees in accordance with applicable Worker's Compensation Laws.
- 13.2 RCC will maintain adequate General Liability and Auto Liability insurance. RCC will provide the SHERIFF with a Certificate of Liability Insurance evidencing the insurance coverage provided for herein, if required by the SHERIFF.

SECTION FOURTEEN - TAXES, UNEMPLOYMENT INSURANCE & RELATED ITEMS

- 14.1 RCC hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by RCC on the work covered by this Agreement or in any way connected therewith.
- 14.2 RCC shall comply with all administrative regulations and rulings thereunder with respect to any of the aforesaid matters; and RCC shall reimburse the SHERIFF for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law the SHERIFF may be required to pay the same or any part thereof.

SECTION FIFTEEN - MISCELLANEOUS

- 15.1 Neither party shall assign or transfer this Agreement or any of its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any request to assign or transfer this Agreement shall be deemed to be granted if the recipient of such a request has not acted upon such request within thirty (30) days of its receipt. Notwithstanding the foregoing, RCC shall have the right, without the consent of the SHERIFF, to assign this Agreement and its rights and obligations hereunder to RCC's parents, subsidiaries or affiliates or to any partnership in which RCC or any parent, subsidiary or affiliate of RCC is a general partner, or to a successor of RCC by consolidation or merger or to a purchaser of all, or substantially all, of RCC's assets. This Agreement shall inure to the benefit of the parties and their respective permitted successors and assigns.
- 15.2 In the event either party incurs legal expenses or costs to enforce the terms of this Agreement, the prevailing party in any legal proceeding hereunder shall be entitled to recover the costs such action so incurred, including, without limitation, reasonable attorney's fees.

- 15.3 No omission or delay by either party to this Agreement at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this Agreement, shall be a waiver of any such right or remedy to which either party is entitled, nor shall it in any way affect the right of either party to enforce such provisions thereafter.
- 15.4 In the event any provision of this Agreement is held to be unenforceable or void, in whole or in part, the offending term or provision shall be construed as valid and enforceable to the maximum extent permitted by law and the unenforceability thereof, shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- 15.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the court of proper jurisdiction in and for Leon County, Florida.
- 15.6 This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements and understandings relating to the services to be performed under this Agreement. The terms and conditions contained in any purchase order issued by the SHERIFF, to the extent not in conflict with the terms and conditions contained in this Agreement, are incorporated herein by this reference.
- 15.7 No modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
- 15.8 This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- 15.9 In the event that performance by either party of any of its obligations or undertakings under this Agreement shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party hereto, whether such occurrence be an act of God such as lightning, earthquakes, floods or other like causes, the common enemy, the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- 15.10 Except for any dispute arising directly from RCC's performance under this Agreement, nothing in this Agreement shall obligate RCC to prepare for or appear in litigation on behalf of the SHERIFF except in consideration of additional compensation. Absent a written supplemental agreement as to the amount of such additional compensation, RCC shall be compensated on a time and materials basis in accordance with RCC's hourly rate schedule then in effect and the provisions of Section Seven hereof.

SECTION SIXTEEN - NOTICE

- 16.1 All notices, requests or other communications to either party by the other party concerning the terms and conditions of this Agreement shall be in writing and shall be delivered personally or by registered or certified mail, return receipt requested, addressed as follows:

If to the SHERIFF:

Sheriff Larry Campbell
Leon County Sheriff's Office
Post Office Box 727
Tallahassee, Florida 32302-0727
ATTN: Richard Smith, Director, Division of Emergency Management

With a copy to:

Captain Scott Bakotic, Chief Administrative Officer
Leon County Sheriff's Office
Post Office Box 727
Tallahassee, Florida 32302-0727

If to RCC:

RCC Consultants, Inc.
100 Woodbridge Center Drive - Suite 201
Woodbridge, New Jersey 07095-1125
ATTN: Michael W. Hunter, President and Chief Executive Officer

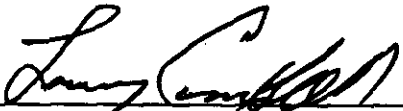
With a copy to:

RCC Consultants, Inc.
930 Thomasville Road - Suite 200
Tallahassee, Florida 32303
ATTN: Joseph Y. Nasser, Sr. Vice President

- 16.2 The person and the place to which notices are to be mailed to either party may be changed from time to time by prior written notice given to the other party in accordance with the provisions and requirements of this Section Sixteen.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and have caused this Agreement to be executed at Tallahassee, Leon County, Florida.

LEON COUNTY SHERIFF'S OFFICE:

By: 
Larry Campbell, Sheriff
Leon County Sheriff's Office

Date: 10-13-, 2003

RCC Consultants, Inc.:

By: 
Michael W. Hunter
President and Chief Executive Officer
RCC Consultants, Inc.

Date: OCTOBER 9, 2003

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APPENDIX A

PROPOSAL FOR CONSULTING SERVICES TO OVERSEE PROCUREMENT AND IMPLEMENTATION OF NEW 9-1-1 CUSTOMER PREMISE EQUIPMENT

Presented to:

Leon County
Tallahassee, FL

August 4, 2003

By:



RCC Consultants, Inc.

Public Safety Information Systems Division
930 Thomasville Road, Suite 200
Tallahassee, Florida, 32303
Tel: 850.224.4451

NOTICE: The information on the following pages of this proposal contain technical or financial information which are trade secrets or information for which disclosure would result in substantial injury to the Proposer's competitive position. The Proposer requests that such data be used only for the evaluation of the response.

I. EXECUTIVE SUMMARY

Based upon our knowledge and experience with Public Safety communications, information systems, E 9-1-1 systems, and GIS database structures, RCC developed a systematic and comprehensive approach to an E 9-1-1 needs analysis and implementation support program. Below, RCC has outlined the tasks and activities required to meet the County's procurement and implementation goals.

Although RCC is identifying a specific approach and scope of work, RCC is flexible and prepared to modify the scope of work, if needed, to ensure that it meets the County's needs and requirements.

Prior to executing a Consulting Services Contract for the 9-1-1 Project, RCC personnel will work with the County's project team to make adjustments in the scope of work or proposed cost that may be required by the County.

RCC will adopt the following process in executing this assignment:

➤ Project Initiation and Team Orientation

The purpose of this activity is to initiate the project and conduct a project kickoff and orientation meeting to familiarize the project team with the entire scope of work for the project, plan the project schedule, and establish appropriate lines of communication.

➤ Interview County Personnel

This activity will begin assessing the current system. The following factors will be evaluated:

- Equipment condition and maintenance issues
- Business model and Process Analysis
- Technology obsolescence
- 9-1-1 Network Analysis
- Telephone Service Providers QA Analysis
- Disaster Recovery
- Management Reporting
- User perceptions and comments
- GIS and Telco Databases
- Interoperability requirements
- Infrastructure constraints
- Wireless Phase I and II Implementation Strategy
- Project Management Strategy

The interview process is intended to review, update, and obtain current information on specific program details that will affect the needs of replacement 9-1-1 CPE for the Primary Public Safety Answering Points (PSAPs) in the County and Tallahassee Police Department, and in the Secondary PSAPs located at FSU, FAMU, and the Capital Police. RCC will identify the specific needs and requirements through the process of interviewing and gathering background reports, studies, and other pertinent documentation. The interview process will permit RCC team members an opportunity to observe existing systems and processes to complete their understanding of the County's requirements and current practices. These activities are described in greater detail below.

PSAP Staff Interviews

RCC will work closely with the project staff to schedule interview sessions (or focus groups) so that they may be conducted thoroughly and efficiently. Our staff generally prefers to interview agencies within their own surroundings to allow our personnel to observe PSAP operations on a first-hand basis.

It will be the responsibility of the County to ensure that project staff are available for the scheduled interviews, are informed of the importance of their input to the success of the project, and are adequately prepared for the interviews.

Information to be gathered during the interview process include:

- Standard Operating Procedures manuals;
- Database schemas, diagrams and dictionaries;
- Building layout and existing equipment configuration and location;
- 9-1-1 network infrastructure diagrams;
- Information about local wireless providers;
- Purchasing criteria and County guidelines for systems procurement.

The interview sessions will provide an opportunity for the system users to provide input on the system configuration and design, and will also allow RCC personnel to provide an overview of the technology and capabilities that are currently available from the system providers and those that are just over the horizon. In addition, due to our nationwide experience, RCC personnel will be able to provide insight into the ways other cities and counties are solving some of their wireless Phase I and Phase II problems.

Our analysis will identify and document detailed operating, functional, and performance needs of users of each PSAP. This will include the interaction and integration needs with other systems both internal and external. This process will build upon the results of the assessment for the current systems by using the following tools: agency research, documentation reviews, questionnaires, and interviews of individuals and/or groups.

Deliverables that will be produced are detailed under the Project Work Plan. RCC's fees for the proposed scope of work are \$95,021, including all associated expenses as detailed herein. This fee includes a Preferred Client Discount of 10% off the Florida State Term Contract.

RCC is included in the State of Florida, Department of Management Services contract No.974-123-02-1 as an approved communications consultant for Consultant Services-IT, which includes consulting for E 9-1-1 projects. As such, the consulting rates and associated expenses have already been negotiated with the State of Florida, and are thus available to any local government agency within the State desiring to use those services. It is not necessary to undergo an RFP process in order to secure these services.

BENEFITS OF A PARTNERSHIP WITH RCC

RCC has the breadth and depth of experience required to achieve the objectives of this project.

- **Project and Client Experience.** Not only has RCC served numerous public safety clients, including Sheriff and law enforcement, fire and rescue, public service answering points, emergency medical and emergency management clients nationwide, but many of RCC's senior staff come from the ranks of municipal, county, and state police officers and sheriff's deputies, fire fighters, EMTs and Paramedics. RCC's staff can confidently advise our clients because they earned their stripes by actually doing the job.
- **In-Depth Knowledge of 9-1-1.** The project team RCC has assembled for this engagement possesses over 50 man-years of experience with E 9-1-1 technology and issues. Our staff has held positions at the city, county, and state levels and has been active participants on boards and technical committees of the leading 9-1-1 associations such as NENA and APCO.
- **Strategic Alliance with NENA.** In May of 2001, RCC formed a strategic alliance with the National Emergency Number Association (NENA) to provide a field-testing and certification program for wireless E 9-1-1 services. This operational program has put RCC at the forefront of technical, management, and operational requirements for wireless E 9-1-1 services. An excerpt from the NENA press release appears later in this proposal.
- **RCC has the right project team.** RCC has assembled a project team that has the right mix of business, operational, and technical expertise to ensure a successful project.
- **RCC is a local company with local knowledge.** RCC has been located on Thomasville Road, in Tallahassee, since 1984. RCC's employees are local residents of Leon County with intimate knowledge of the County and its problems, thus making us even more dedicated to assisting the Sheriff's Department in its efforts to further improve the quality of life in Leon County. Our local presence means we are always readily available to respond when needed.

The information that follows in this proposal will substantiate our ability to bring this project to a successful conclusion. RCC is eager to work with the Leon County 9-1-1 project team on this exciting and challenging project.